BANGALORE METROPOLITAN TRANSPORT CORPORATION

Central Offices:: Shanthinagar:: Bangalore

Proceedings of the Pre-Bid meeting held on 19.02.2024 regarding Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. (200 +120) low floor, 400mm floor height city type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme Special assistance to States for capital investment 2023-24.

Tender No :BMTC/2023-24/SE0295 dated: 16.02.2024

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Controller of Stores & Purchase, BMTC
3	Chief Accounts Officer-FA, BMTC
4	Chief Civil Engineer, BMTC

Sl No	Companies
1	M/s.Ohm Moblity / M/s. Switch Mobility (virtually attended)

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0295 dated: 16.02.2024 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. (200 + 120) low floor, 400mm floor height city type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme Special assistance to States for capital investment 2023-24, documents related to tender terms and conditions are available in the e-procurement portal.

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
EVEY Trans Private Limited					
1	New Clause to be added:		Field Trial Run Before Opening Price Bids: **For evaluating the Single charge range & product** performance, field trials shall be conducted with the Offered model electric bus prior to opening the Price bids.	Prior to Opening the Financial bids, the Technically qualified bidders are required to perform the Trial run/Proof of Concept in Bangalore city with the Offered model i.e, 12m Low-Floor Electric bus as per the routes desired by BMTC for a minimum period of 1-2 days as per following conditions: - Range in Single charge shall be 275 Kms @ 80% SOC for 12m LF AC Electric Bus. - Load shall be 3750 Kg for 12 Meter bus (75 Kg * 50 Passengers). Load can be attained through Sandbags. - Field trials shall be performed with the routes having higher number of Passenger stops and bus will stop at the desired Passenger Stop for at least 01 Minute.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
2	Volume-3 Technical Specifications	Page No.3 of Tech Specs	12. Charging range: The bus should have a capacity for the following categories: a) 120 buses- to operate 200 kms in single charge at 80% SOC and after opportunity charging of 45 minutes, so that assured kms of 325km per day is achieved.	12. Charging range: The bus should have a capacity for the following categories: a) 120 buses- to operate ~~200~~275kms in single charge at 80% SOC and after opportunity charging of 45 minutes, so that assured kms of 325km per day is achieved.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
3	Volume 1 RFP Document	Page No.20 of RFP	OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of **atleast one (1) Midi or standard electric bus** (100%battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted during proto type bus inspection.	OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of **Offered model Electric bus**~~at least one (1) Midi or standard electric bus~~(100%battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issuedby authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted**along with the bid**.~~during proto type bus inspection.~~	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
4	Volume – II MSA	Page No 89 of MSA	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per Kilometer for Hiring of Electric AC Buses will be revised annually @ **1.0% of Basic Quoted Rate from 3rd year** of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ ~~1.0%~~**2%** of Basic Quoted Rate from **2nd year** of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
5	Volume -1 RFP document	Page No 17 of RFP	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the annual contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within ~~twenty-one (21)~~ **Forty Five (45) days**of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5%of the annual contract value~~**Rs. 50,000 per bus** covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period..	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
6			New clause to be added:	Performance Security will be furnished with an initial validity of 3 **years and same shall be renewed before its expiry** and **shall be maintained valid throughout the Contract period**	Not Accepted
7	Volume 1 RFP Document	Page No. 18 of RFP	22.2 BMTC will be providing a subsidy of Rs. 46,87,500/- ((Indian Rupees Forty six lakh eighty seven thousand and five hundred only) per bus to the successful bidder.	23.2 BMTC will be providing a subsidy of Rs. 46,87,500/-(Indian Rupees Forty six lakh eighty seven thousand and five hundred only)per bus to the successful bidder on **prorata reduction basis@20% per year.**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
8			SPV Formation: SPV formation shall be made optional to the Bidder for Incorporation of Special Purpose Vehicle (SPV) company after receiving of Letter of Award (LOA) for smooth execution of the Contract.	Execution of E Bus contracts through the SPVs is very common practice in Indian Electric Bus GCC contracts and in fact this mechanism is mandated by NITI Aayog through their Model Concessionaire Agreement of FAME II Gross Cost Contracts of Department of Heavy Industries, GoI. **A Special Purpose Vehicle (SPV) used for implementation of a particular project would have an advantage of segregation of project assets, a Specific Escrow account for the receipt/payment of revenue and expenditure concerned to the project, easy procurement of Project Finance, easy creation of Charge on the Assets of the Company (for financing the project) related to the project and assigning substitution rights related to the project in favor of the Lender concerned.** In case if the funding is facilitated under one company name for different STU projects, any delay or non-receipt of operational payments under any of these contracts may impact the project funded by other Lender. Thus, to avoid the financial hurdles, SPV(s) are ideal solution to ring fence the project.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
9	Volume – II MSA	Page No. 21 ARTICLE 5 5.1.6	Make adequate arrangements, to make available spare buses to ensure a fleet availability of **100%** of the fleet 320 buses (three hundred and twenty) buses with assured km of 250 per day at any given Period of Contract.	Make adequate arrangements, to make available spare buses to ensure a fleet availability of **95%**~~100%~~ of the fleet 320 buses (three hundred and twenty) buses with assured km of 250 per day at any given Period of Contract.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
10	Volume III Master Concession Agreement	Page No 88 Clause No. 22.6 Payment for Excess kilometre:	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X ~~0.5~~**0.85]**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
11	Volume III Master Concession Agreement	Page No 88 Clause No. 22. Payment for underutilized kilometre:	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.75]	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X ~~0.75~~**0.85]**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
12	Volume III Master Concession Agreement	Page No. 56 Clause 16.1.4	**Service Provider scope:** Charging of Buses.	**Charging of Buses:** Request to consider in **Authority Scope** to negotiate with Electricity DISCOM for achieving better contract rate.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
13	Volume II Technical Specifications	Page No. 8 of Tech Spec 45. Stickers & Branding	Graphics for Electric, Monogram, brand etc., be done by using good quality reflecting stickers as per choice and design of BMTC. One set of blue signage stickers be provided in the saloon portion mentioning seats for ladies, physically challenged ladies, physically challenged men, senior citizen, emergency door, no smoking and red colour cross mark for door glass. Radium stickers with BMTC monogram be provided on either side of the vehicle and on the rear side as BMTC in kannada, BMTC sign be provided on front grill, all the letterings shall be in kannada, type, size and colour and location as per BMTC requirements. One chart showing the chassis details be screen printed below waist rail by the side of front door.	Emergency Door Sticker cannot be provided as Emergency door is not provided being a city bus.	Please refer the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
14	Volume II Technical Specifications	Page No. 7 of Tech Spec	39. Emergency/Panic Buttons: Panic button to be provided to each row of seat as per AIS 140	Panic Button will be provided every 2 meter as per "AIS 140".	Please refer the tender document uploaded on 16.02.2024
15	Volume – II MSA	Page No 92 of MSA	23.3.3 The driving training simulator to be provided by the Service Provider shall be a computer controlled visual system showing the road and signals ahead and interfaced with the driver's controls.	On Bus training will be provided. Simulator training is not provided	Please refer the tender document uploaded on 16.02.2024
16	Volume – II MSA	Page No. 45 Article 12	12.1 Development of Site: Water used for washing of buses (300 liters/day/bus) will be calculated as per BWSSB rates and deducted in the monthly bills payable.	Request to consider in the scope of Authority and this will help in achieving better Price per Kilometre.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
17	Volume III of MSA	Page No 157 of MSA	Delivery Timelines Schedule – G 1 - Release of Order M 2 01 Prototype delivery of bus M + 90 days 3 159 First lot Within three months from the date of supply of prototype bus 3 160 Delivery of 2nd Lot of Buses Within six months from the date of supply of prototype bus	Delivery Timelines Schedule - G 1 - Release of Order M 2 01 Prototype delivery of bus M + 90days 3 99 +59 First lot Within ~~three~~**Six**months from the date of supply of prototype bus 3 100 +60 Delivery of 2nd Lot of Buses Within ~~six~~**Nine** months from the date of supply of prototype bus	Please refer the tender document uploaded on 16.02.2024
18	Volume III– MSA	Page No 97 of MSA	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **2 months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
19			Not Specified in RFP, New clause to be added	All municipal approvals for developing charging infra shall be in the scope of Authority.	Please refer the tender document uploaded on 16.02.2024
20			Not Specified in RFP, New clause to be added	Authority shall provide the upstream power connection. Security deposit and approvals if required any for upstream power connection at depot or at any other location shall be in the scope of Authority.	Please refer the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
21			Not Specified in RFP, New clause to be added	Authority shall provide LT meters for utility power consumption by operator during operation and maintenance of buses.	Please refer the tender document uploaded on 16.02.2024
22			Not Specified in RFP, New clause to be added	Authority shall provide dedicated levelled space for parking and maintenance of buses	Please refer the tender document uploaded on 16.02.2024
23			Not Specified in RFP, New clause to be added	Authority shall bare increase in taxes/introduction of any new taxes if any during the contract period.	Please refer the tender document uploaded on 16.02.2024
24	Volume – 1 RFP	Page No. 11 of RFP document	Clause 5.9 Termination for Default in RFP: BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate the Contract in whole or part: If the bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or If the bidder fails to perform any other obligation(s) under the Contract.	**Request to kindly delete the clause.**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
25	Volume – 1 RFP	Page No. 16 of RFP document	21.5 Failure to Abide by the Master Service Agreement: The conditions stipulated in the MSA shall be strictly adhered to by the Service Provider and any violation thereof by the Service Provider may result in termination of the Master Service Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.	21.5 Failure to Abide by the Master Service Agreement: **Termination shall happen for material breach.**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
26	Volume – 1 RFP	Page No.17 of RFP Document	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of thirty (30) days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a further thirty (30) days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of ~~thirty (30) days~~**Sixty (60) Days**after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a ~~thirty (30) days~~**45 days'** notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
27	Volume – II MSA	Page No 50 of MSA	13.9.2 If the supply of any Bus is delayed by a period exceeding 60 (sixty) days or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	13.9.2 If the supply of any Bus is delayed by a period exceeding ~~60~~180 daysor as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
28	Volume – II MSA	Page No 76 of MSA	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to or less than 0.5	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to 1~~or less than 0.5~~	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
29	Volume – II MSA	Page No 88 of MSA	22.5.5 In case kms cancelled due to breakdowns, accidents, vehicle repair etc such km shall not be considered as bus kms and for under utilized kms.	Request to consider cancelled upto break down points to be considered in bus kilometers	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
30	Volume – II MSA	Page No 88 of MSA	22.5.3 In the event of the Service Provider not making available the full fleet, the payment will be restricted to the actual fleet made available. The Service Provider will be entitled for Minimum Half Yearly Assured Payment Amount only if he has maintained 95% fleet availability every month.	Except for force majeure and any reasons which are not attributable to operator	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
31	Volume – II MSA	Page No 113 of MSA	32.4 Other rights and obligations of the Authority: Upon Termination for any reason whatsoever	32.4 Other rights and obligations of the Authority: **For reasons attributable to operator**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
32	Volume – II MSA	Page no 161 to 163 of MSA	Schedule: I	Schedule: I: Request to kindly delete	Please refer the tender document uploaded on 16.02.2024
33	Volume II of MSA	Page No 20 of MSA	**4.3 Deemed Termination upon Delay:** Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before ~~200~~ ~~(Two Hundred)~~**400 days** from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
34	Volume II of MSA	Page No 19 of MSA	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date ofthis Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have (a) Registered office in Bengaluru city; (b) provided Performance Security to the Authority within 21 (twenty one) days of receipt of the LOA pursuant to Article 9; (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth here within a period of 90 (ninety) days of the notice, and the Condition Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: (a) procured for the Operator the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and [(b) procured all Applicable Permits required to be procured by the Authority as specified in Schedule- C, including those relating to environmental protection and conservation of the Site.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
35	Volume II of MSA	Page No 150 of MCA	Schedule – C: Applicable Permits	Request to consider following permits in Authority scope: a) Permits for Building Plan in accordance with the applicable State Act and by-laws (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets related to Agreement (c) Permission of State Government for extraction of boulders from quarry (d) Permission of Pollution Control Board for installation of crushers (e) Permission of State Government for drawing water from nearby river/reservoir (if needed) (f) Permission of State Government for cutting of trees	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
36	Volume II of MSA	Page No 97 of MSA	27.2 27.2.1 (b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account.	Request to consider minimum 3 Months Escrow balance	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
37	Volume II of MSA	Page No 113 of MSA	32.4 Upon Termination for any reason whatsoever, the Authority shall: (a) take possession and control of the Buses and Maintenance Depots forthwith;	Upon Termination for any reason whatsoever, the Authority shall: ~~(a) take possession and control of the Buses and Maintenance Depots forthwith;~~ **Request to delete Point (a)**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
38	Volume II of MSA	Page No. 52 of MSA	14.1.4The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, INR 5,000/- (Indian Rupee Five Thousand) per bus per day of delay until all items of the Punch List are rectified.	14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, ~~5,000~~**INR 1,000 per bus** per day subject to maximum of **Rs. 10,000/- per bus**of delay until all items of the Punch List are rectified.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
39	Volume II of MSA	Page No.53 of MCA	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) **Subject to max of Rs. 10,000/-for delay** of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
40	Volume II of MSA	Page No 79 of MSA	20.13 Other Key Performance Indicators to be complied by the Service Provider	20.13 Other Key Performance Indicators to be complied by the Service Provider **Penalty subject to Maximum of Rs. 10,000/- per bus.**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
41	Volume II of MSA	Page No 62 of MSA	17.3.4 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six)months.	17.3.4 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority **on chargeable basis** ~~with adequate inventory~~ for a period of 6 (six)months.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
42	Volume -1 RFP Document	Page No.7 of RFP Document	1.8 The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority.	Operator will provide the provision for installing Onboard Ticketing device and Authority shall provide on board Ticketing device.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
			OHM		
43	Volume I / Section 2 13.5 – Financial Proposal	17	While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document. The Bidder should quote per kilometer rate inclusive of electricity cost (including fixed charges, cess, surcharge taxes & other charges levied by BESCOMS time to time on account of charging of the buses). The other parameters i.e. cost of bus, cost of battery, cost of one charger and cost of electric infrastructure per depot has to be scanned and uploaded along with the technical bid as per Annexure-13.	The electricity cost considered is inclusive of current Energy Charges, Demand charges, FPPPA (Fuel & Power Purchase Price Adjustment) Charges & Electricity Tax. Any increase/decrease in the FPPPA cost also to be considered while revised the rates on account of electricity charges. The change in Electric Cost would be a change in law.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
44	Section 2 12.2	12	The Bid Security shall be valid for one hundred and eighty days (180) days and beyond any period of extension if requested under Section -2 Clause 15. Any Proposal not accompanied with the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.	Request to confirm the bid security Validity period. In NIT the required BG validity is mentioned as 225 days.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
45	Volume I / Section 2& Volume 3 22. PERFORMANCE SECURITY& 9.1.1	V I - 17 V3 – 39 of 210	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LoA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for **an amount of 5% of the annual contract value covering performance obligations** and valid for a period of 120 days beyond the date of completion of the contract period.	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LoA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5% of the contract value~~**Rs. 50,000 per Bus**covering performance obligations and valid for a period of 2 years initially. BG will be renewed every 2 years till the completion of the contract period.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
46	Volume I / Section 2 & Volume 3 22. PERFORMANCE SECURITY & 9.1.2	V II - 18 V3 – 39 of 210	22.2 BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupees Forty-six lakh eighty-seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	22.2 BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupees Forty-six lakh eighty-seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.**The subsidy BG can be reducing year on year by 20% for the 5 (five) years.**	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
47	ANNEXURE 12 Financial Proposal	42	Financial Offer	Request to confirm on the bid price to be keyed in the tender procurement website. In procure website, there are provisions to enter Taxes (GST). Currently GST is not applicable, and the cell is not accepting 0. Request to clarify.	To be clarified from eportal helpdesk.
48	Volume II Technical Specifications for 12m single decker buses	2	VI. Charging Time less than 2 hours- overnight charging	VI. Charging Time less than4 hours- overnight charging	Overnight charging Time: The bidder should ensure adequate number of charging points are installed so that overnight charging of EV buses is completed within 2 hours per bus
49	Volume II 4 & 12. Charging Range	3	120 buses- to operate 200 kms in single charge at 80% SOC and after **opportunity charging of 45 minutes,** so that assured kms of 325km per day is achieved.	The battery shall have capacity to operate 200 kms in single charge at 80% SOC duly certified as per AIS 040 Standard by testing agency as per CMVR and after**opportunity charging of 60 minutes,**so that assured kms of 325 kms per day is achieved.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
50	Volume Ii 15.6	5	Seatingandgangwayetc: TypeApproved**HighBacktypeSeats2x2seatsaspe rAIS:023.Seat** beltstobeprovidedwhereveritisnecessary.Provision forwheelchair along ramp	Request to accept PPLD seats for Type I application.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
51	Volume II		Technical specifications: ITS	Request to include Camera based Automatic Passenger Counters (APC) in line with CESL, Government of India, PM E-Bus Sewa tender Technical specification clause no. 28 – 8 Camera Based Passenger Counters: 2 At each door as per the specifications in Annexure 1.	Not Accepted
52	Volume III 4.1 Conditions Precedent	Page 19 of 210	4.1.2 (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	Kindly request you to consider "Procuring Right of Way to Depot site" shall be in the scope of the Authority.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
53	Volume III 4.2 Damages for Delay by the Service Provider	Page 20 of 210	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of ~~0.25%~~0.1% (~~zero point two five~~one percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
54	Volume III 4.5 Damages for delay by the Authority	Page 20 of 210		Below Clause to be added: (a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in the Agreement, or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Service Provider may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Service Provider in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.5 until the date on which the Service Provider shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.	Not Accepted

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
55	Volume III 13.4.1 Supply of Prototype	Page 48 of 210	The Service Provider shall, no later than **30 days from the Letter of Acceptance**, provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the Prototype	The Service Provider shall, no later than **60 days from the Letter of Acceptance,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the Prototype	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
56	Volume III 13.6 Supply of Prototype	Page 49 of 210	13.6.1 The Service Provider shall, **no later than 60 (thirty) days** or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	13.6.1 The Service Provider shall, no later than **120 (One Hundred and Twenty) days** or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
57	Volume III 13.6 Supply of Prototype	Page 49 of 210	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 25,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 5,000/- excluding applicable taxes per day from the Performance Security**as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
58	Volume III 13.9 Delay in Supply of buses	Page 50 of 210	13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of **INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed)** till the date of procurement of such bus. All these damages shall be excluding applicable taxes.	13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of **INR 500/- (Indian Rupee five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed)** till the date of procurement of such bus. All these damages shall be excluding applicable taxes.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
59	Volume III 17.25.2	Page 69 of 210	The land required for each Maintenance Depot, shall be provided by the Authority to the Service Provider in accordance with the provisions of Article10.	1. Request Authority to provide Driver rest rooms at Opportunity Charging Locations for the buses coming in for Night Parking. 2. Request Authority to provide dedicated depots for EV Bus operations to avoid complications in sharing with other service providers.	The existing depots will be handed over to the bidder in as is where is condition
60	Volume III 17.25.3	Page 69 of 210	Each Maintenance Depots will have provisions for repair and maintenance of at least _____ buses parking and charging facility for the entire Fleet of Buses.	Along with the space for Charing & Parking of buses, the Maintenance depot to be handed over by authority will also consist of. a) RCC Flooring b) Boundary compound wall c) Exit/Entry Gate d) Sufficient No. Service Pits/depot. e) Sufficient Covered Maintenance Bays/depot f) Washing Bays including sufficient No. of Bus washers/depot. g) Office room spaces. h) Storerooms spaces. i) Common Toilets	The existing depots will be handed over to the bidder in as is where is condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
61	Volume III 17.25.4	Page 69 of 210	The Authority shall provide 11 KV (Eleven kilo volt), 3-phase connection for charging of Buses. The required up-stream power depending upon charging of buses will be provided by the Authority at the depots/bus stands earmarked for operation of electric buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Service Provider at its own expense and the Service Provider shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Service Provider, and it shall procure Applicable Permits for the same.	Request Authority to support depotwise in 11kV Electricity meter connection 'name change' (from BMTC) to Service Provider's name inorder to bring in the Renewable Energy for eBus Charging. This is to ensure the Project has Zero Carbon Footprint.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
62	Volume III 22.3 Payment of Fee	Page 87 of 210	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Kindly request you to make payment within 15days of receipt of Invoice	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
63	Volume III 22.5 Payment for underutilized kilometre	Page 88 of 210	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six-month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]**	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 1.0]**	Please refer the tender document uploaded on 16.02.2024
64	Volume III 22.6 Payment for Excess kilometre	Page 88 of 210	Payment for excess kilometer = [(Actual kilometers Operated by all available buses within contracted buses for the six-month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 1.0]	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
65	Volume III 22.7 Revision of Fee	Page 89 of 210	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ **1.0% of Basic Quoted Rate from 3rd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for the first two years, there will be no revision for Hiring Charges** and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Request to amend the revision of fee in line with CESL Government of India tender clause, 22.4: "The Parties agree that the PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25) Where, CPI Base = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date. CPI Month = Index value issued by Government	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
				of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable. MWBase = Minimum wages notified by the Labour department of that state applicable at the time of bid end date for skilled category MWMonth= Minimum wages for skilled category for particular month, notified by the Labour department of that state	
66	Volume III Article 23	90 & 91	TRAINING AND DEPUTATION OF GOVERNMENT EMPLOYEES	Article 23 to be deleted.	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
67	Volume III 27.1 Escrow Account	Page 97 of 210	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 (Three) months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024
68	Volume III 32.3.3 In case of authority Default	Page 112 of 210	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: a) Debt Due b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: a) Debt Due b) **150%** (one hundred and fifteen per cent) of the Adjusted Equity; and	Adhere to Tender Condition, please refere the tender document uploaded on 16.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
69	Volume III Schedule G	Page 160 of 210	Sr. No. Number of Buses (for 120 buses) Activity Timeline 1 - Release of Order M 2 01 Prototype delivery of bus M+ 90 days (A maximum extension of 15 days may be permitted In case of valid justification submitted by the L1 Bidder) 3 59 - First lot Within 3months from the date of supply of prototype bus Within 3 months from supply of prototype bus 4 60 – Second lot Delivery of 100% of tendered vehicles Within 6 months from supply of prototype bus	Sr. No. Number of Buses Activity Timeline 1 - Signing of Agreement M 2 01 Prototype delivery of bus M+ 90 days (A maximum extension of 15 days may be permitted In case of valid justification submitted by the L1 Bidder) 3 159 - First lot Within 3months from the date of supply of prototype bus Within 3 months from supply of prototype bus 4 160 – Second lot Delivery of 100% of tendered vehicles Within 6 months from supply of prototype bus	Please refer the tender document uploaded on 16.02.2024
70	Volume III Schedule L	Page 171 of 212	MAINTENANCE DEPOTS EQUIPMENT: (This is in addition to the specific equipment's required for electric buses)	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M)	Please refer the tender document uploaded on 16.02.2024

CME, BMTC

CTM(O), BMTC

CAO, BMTC

COSP, BMTC

CCE, BMTC